



HOLIDAY PROVISIONS

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

**ALAMEDA, CALAVERAS, CONTRA COSTA, DEL NORTE, EL
DORADO, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS,
SANTA CRUZ, SACRAMENTO, SIERRA, SISKIYOU, SOLANO,
TRINITY, AND YOLO COUNTIES**

this Article, he/she shall be reclassified to top climber classification. Foremen and climbers shall maintain all demotion and lay-off rights to those crews consisting of vehicles they are licensed to operate. This provision shall exclude those employees who have been accommodated for health reasons beyond their control

- 9 Amend Article 14.3 language:
Amend 3rd paragraph:
Effective with the signing of this agreement, all Foremen and all Top Climbers have eighteen (18) months to acquire and maintain a Commercial Driver's license with an airbrake endorsement. All Foremen and Top Climbers shall receive an additional \$0.13 an hour above their pay classification for maintaining a Commercial Driver's License with airbrake endorsement (this is equal to \$270.40 per year if the employee is compensated for every straight-time hour within a year).
*Employees shall have 6 months to acquire the airbrake endorsement; Company shall allow employees to use company trucks for the purpose of related testing. Commercially licensed employees shall continue to receive the current \$.10 an hour until they have received the airbrake endorsement, not to exceed 6 months.
- 10 Articles 17 Term/Article 8.1 (a) Wages:
Term: August 1, 2004 through December 31, 2007.
*General Wage Increase applicable on current anniversary dates: 2004 3.4%, 2005 3.4%, 2006 3.4%, 2007 3.4%
*Redwood region shall receive 4.06% for wage increases effective 1-1-05, 1-1-06, 1-1-07 (This rate includes an annual .66% additional increase or 2% over the term).
- 11 ** With this package proposal, Union agrees to withdraw current 4-10's hour arbitration and Union and Company agree to amend provision #1 Article 3.1 (a) as follows:
(a) Company shall inform employees of the starting date and the estimated stop date of the 4 day 10 hour work schedule.
(b) With 15 days written notice, the Company or Union may cancel the 4 day 10 hour work schedule, returning to the 5 day 8 hour schedule.
- 12 Abrogation language still on table until agreement on Management's rights language as defined in item #14.
13. Exhibit A premium co-pays to through term of new Agreement effective as follows:
1-1-05 Employee Only: \$20, Employee plus Spouse: \$30, Family: \$35.
* Company agrees to assist with current and future employee medical coverage and billing issues in order that employees receive correct benefits under all Exhibit A plan coverage.
14. Amend Article 17.6 to allow for employee pension contributions by payroll deduction. (House Keeping or by previous letter agreements).

MANAGEMENT RIGHTS LANGUAGE:

15. Add Article 1.1.5 Except as otherwise provided in the Agreement, the company has the sole and exclusive right to exercise all the rights and functions of management in the conduct of its business, including maintaining certain reasonable policies.

AGREEMENT
BETWEEN
ARBOR TREE SURGERY COMPANY
A CALIFORNIA CORPORATION

AND

LOCAL UNION 1245 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

RECEIVED
Department of Industrial Relations

JAN 28 2003

Div. of Labor Statistics & Research
Chief's Office

TERM: January 1, 2002 - December 31, 2003

- (b) A supervisory employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit as per the provisions of this Article.

10.2 The Company shall give as much notice as possible of any layoff.

10.3 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate of the classification next higher thereto.

10.4 Lump-sum bid crews will be selected from volunteers by the Company regardless of seniority status.

ARTICLE XI PAID DAYS OFF

11.1 Employees will regard the following six (6) days as non-workdays in the basic workweek: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Non-workdays falling on Saturday will be observed on Friday. Non-workdays falling on Sunday will be observed on Monday.

11.2 Employees required to work on non-workdays above will be entitled to compensation at one and one-half (1-1/2) times their regular straight-time pay.

11.3 Employees covered by this Agreement shall be entitled to paid days off as follows:

(a) First year, up to thirteen (13) days. An employee will be credited with eight and two-thirds (8-2/3) hours per month of every month of attendance as per Section 11.4 except that he/she may not take any credited time during probationary employment and will only be allowed a maximum of one-half (1/2) his/her credit up to one (1) year.

(b) Second year through nine years, up to nineteen (19) days. An employee will be credited with twelve and two-thirds (12-2/3) hours per month for every month of attendance as per Section 11.4

(c) Starting with his/her tenth year and up, he/she will be allowed up to twenty-five (25) days. An employee will be credited with 16.7 hours per month for every month of attendance as per Section 11.4.

11.4 Employees will be permitted their choice of paid days off for any reason (personal, vacation, holidays, non-workdays, etc.) on a seniority basis. If it can be done without interfering with the work in progress, except as provided in Section 13.3 (a), above, and provided they are arranged for in advance. No partial days will be allowed. All employees will be required to use any remaining paid days off for non-workday.